

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Data Capture

as requisitioned from the U.S. Government Printing Office (GPO) by the

Internal Revenue Service (IRS)

Single Award

The term of this contract is for the period

beginning September 1, 2000 and ending August 31, 2001

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on August 29, 2000.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Bid Section, Room B-104, Stop PPSB, Washington, D.C. 20404. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, FAX No. (202) 512-1782. The Program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2 as revised May, 1999.

NOTICE TO BIDDERS: The term of this contract is for one (1) year beginning with September 1, 2000 and ending August 31, 2001, with a one optional 12-month extension period that may be added in accordance with the "Option to Extend the Term of the Contract", and "Limitation of Performance and Contractor Obligations" clause in Section I of this contract.

Abstracts of contract prices are available at www.access.gpo.gov/procurement/abstracts/central/

For information of a technical nature call Gloria Ross-Robertson at (202) 512-0310 (No collect calls).

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 5-99)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised April 1996)).

SUBCONTRACTING: Subcontracting will not be permitted.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government may extend the term of this contract by written notice to the contractor no later than 60 days before the contract expires. If the Government exercises an option, the extended contract shall be considered to include this provision. The total duration of this contract, including the exercise of any options under this clause shall not exceed 2 years.

LIMITATION OF PERFORMANCE AND CONTRACTOR OBLIGATIONS: Funds are available for performance of this contract for the first program year only. The amount of funds available at award is not considered sufficient for the performance required for any program year other than the first program year.

When funds are made available for the option year requirement, and at the decision of the Contracting Officer that the option year is to be exercised, the contractor shall be notified in writing no later than the time specified in the "Option to Extend" clause.

The Government is not obligated to the contractor for any amount over the requirements for which funds have been made available and as obligated by each print order. The contractor is not obligated to incur costs for the performance required for any program year after the first unless and until written notification is received from the Contracting Officer.

If this contract is terminated under the "Termination for the Convenience of the Government" clause "total contract price" in that clause means the amount available for performance of this contract, as provided for in this clause. The term "work in process" in that clause means the work under program year requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the base year and option year requirements.

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The

first period will extend from September 1, 2000 thru August 31, 2001, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending 3 months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending June 30, 2000, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from September 1, 2000 through August 31, 2001. Orders may be issued under the contract from September 1, 2001 through August 31, 2002, if the option to extend is exercised. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

POST AWARD CONFERENCE: The total requirements of the job as indicated in these specifications, will be reviewed by Government representatives with the contractor's representatives at the U.S. Government Printing Office, Washington, DC, immediately after award.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

PRIVACY ACT NOTIFICATION: This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

PRIVACY ACT

(a) The contractor agrees:

(1) To comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) Design, (B) development, or (C) operation;

(2) To include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and

(3) To include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

(c) The terms used in this clause have the following meanings:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.

- (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover: the capturing of data; directory style formatting; SGML (Standard Generalizes Markup Language) tagging; and delivery of the final product on a 3-1/2" disk.

TITLE: Data Capture of REMICs and CDO Information

NUMBER OF ORDERS: Four (4) orders per year. One order every three months.

QUANTITY: Approximately 300 to 500 individual form (8811's) from which contractor must capture the data specified. (See Attachment A).

EXHIBITS: The attachment pages are shown to give specific information to assist the contractor in bidding and carrying out the contract.

GOVERNMENT TO FURNISH: Manuscript in the form of filled-in Form 8811's, "Information Return for Real Estate, Mortgage Investment Conduits (REMICs) and Issuers of Collateralized Debt Obligations".

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

DATA CAPTURE: The contractor is to take information from the Government furnished 8811 form and put it into a directory style format (see attachment B). Information to be keyboarded is contained on lines 1, 4, 6, 5, 7, and 8 of the form. This will remain constant on all forms. These items make up one record. Each record will be entered on one line. The only hard carriage return will be between records.

The contractor is to put this information into a directory style format in the following order.

Line	Description
1	REMIC name. In the past, this line has not exceeded 115 characters. If numbers appear before the name, they should be placed after the name. If "the" appears first, it should be dropped.
4	The person whom the public should contact.
6	The address of the person to contact. If there is no entry on this line, use the address from line three. An address style format should be used (see attachment C).
5	The telephone number of the person to contact. If there is no entry on this line, the field is to be left blank.
7	The Class(es) and associated CUSIP number(s). Generally, an attachment contains this information. Occasionally, there is other information listed here, however, only the Class(es) and CUSIP number(s) are inputted. (See attachment C).
8	The startup or issue date in the following format: MM/DD/YYYY

After entering the information, the contractor will:

- a) Sort the file alphabetically using the entire name field;
- *b) tag the file with appropriate SGML tags (approximately 7 or 8); and
- c) proofread the information against the Form 8811.

*The file must be parsed by contractor against an IRS furnished DTD (Document Type Definition).

The contractor shall be required to supply the Government with a tagged SGML file in ASCII format on a 3-1/2" disk that the Internal Revenue Service will put on their web site, and a paper printout of disk contents.

SGML tagging will be covered at the post-award conference.

Contractor is to retain data files from each order in their system so that the following order(s) may be added on to the previous one. No deleting, sorting or merging will be required. By adding each quarters input, the contractor at the completion of each order will be able to supply a complete file of all orders placed to date.

- i.e. When a person accesses the IRS web site sometime in the fourth quarter, they will find the first quarters listing, followed by the 2nd quarters listing, followed by the third quarters listing, etc.

PACKING AND MARKING: Disk and paper printout shall be wrapped in one package or inserted in a kraft envelope. Disk shall be protected by cardboard or other means to guarantee safe delivery. Create and affix a label to each package. Label must clearly show program number, GPO jacket number, and print order number.

DISTRIBUTION: Deliver f.o.b. destination to: Steve Manno, IRS - T:M:T:S, 1111 Constitution Ave, NW, Room 1237, Washington, DC.

Upon completion of each order, all furnished material must be returned with the disk and paper printout to the address indicated above.

All expenses incidental to picking up or returning print order and furnished materials must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material and print order must be picked up from and delivered to the indicated under "DISTRIBUTION".

No definite schedule for pickup of material can be predetermined at this time. However, it is anticipated at this time that the first three orders will be placed immediately after award. Orders will be placed quarterly thereafter.

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

Submit: disk of input material; paper printout of disk contents; and government furnished materials, within 10 workday(s) after notification of the availability of print order and furnished material.

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination specified.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information

Upon completion of each order, the contractor is to notify the Government Printing Office of the date of shipment (or delivery, if applicable). Call (202) 512-0516 or 0517; callers outside the Washington, DC area may call toll free 1-800-424-9470 or 9471.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

- I. 1,600

SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination within the commercial zone of Washington, DC.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with blank spaces, or with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

- I. **DATA CAPTURE:** The prices offered must be all inclusive, and must include the cost of all materials and operations required (keyboarding data; formatting; tagging; proof reading; 3-1/2" disk and paper printout; wrapping/packing and delivery) in accordance with the terms of the specifications.

Each Government furnished Form 8811.....\$_____

INSTRUCTIONS FOR BID SUBMISSION: Fill out "Section 4.- Schedule of Prices," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "Schedule of Prices" with two copies of the GPO Form 910 "BID form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder_____

(City - State)

By_____
(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)